

## STI MOBILE APPLICATIONS

### TERMS & CONDITIONS

The App (as defined below) and the associated Service (as defined below) are provided by CereTel, Incorporated, a company incorporated under the laws of Delaware and with a registered address of 185 Admiral Cochrane Drive, Suite 115, Annapolis, MD 21401 (“**CereTel**”, “**us**”, “**our**” or “**we**”).

These terms of service comprise (1) the terms and conditions set forth below and (2) any additional terms and conditions applicable to the App and the Service provided at [www.ceretel.com](http://www.ceretel.com) (the “**Site**”), including but not limited to CereTel’s Privacy Policy (together the “**Terms of Service**”), and govern the use of the App and the Service provided to you by CereTel, or otherwise the relationship between you and CereTel in connection with the App and the Service.

#### Important notice:

- If you do not agree to the terms and conditions of the Terms of Service, we will not license the App or provide the Service to you and you must stop using the App and the Service now.
- If you are residing in a jurisdiction where it is prohibited by law to offer or use internet telephony or other parts of the Service which we provide, you may not use the Service in such jurisdiction.
- Note that any purchased credit on the App for use of the Service will expire after 12 months of inactivity. In addition, any such credit will be decremented in 10 cent decrements every week after 30 days of inactivity. If the Service is used prior to the expiration of the 12-month period, but after the commencement of the 10-cent decrements following 30 days of inactivity, the clock is reset on both the 12-month period and the 30-day period and the 10-cent decrements will cease until the 30-day period is triggered again, if at all.
- **NO EMERGENCY CALLS** - The App and the Service are not intended to replace your ordinary mobile or fixed line telephone services. As such, the App and the Service do not and are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any type of emergency services of any kind. Neither are they intended to support calls to operator or directory enquiry services. CereTel is not liable in any manner for such calls. You must ensure that you, or anyone using your Device, have alternative arrangements for making any such calls.

## 1. ACCEPTANCE OF TERMS OF SERVICE

You agree to be bound by the Terms of Service if you: (i) when you click Submit in the sign-up flow or otherwise agree to the Terms of Service; or (ii) download or otherwise use a CereTel application for your mobile device (the "**App**"); or (iii) use the Service, as further described below, in the App. If you do not agree to the Terms of Service, you may not activate or use the Service. Once accepted the Terms of Service constitute a binding agreement between you and CereTel. In addition, by downloading the App from the Apple Appstore or Google Play you agree to the applicable terms of the license of Apple and Google which will bind you.

CereTel may make changes to the Terms of Service from time to time. CereTel will publish the changes at the Site. The changes will be effective when published. Please review the Terms of Service on a regular basis. You understand and agree that your express acceptance of the amended Terms of Service, or if you continue to use the Service after the date of publication, shall constitute your agreement to the updated Terms of Service. You agree that if you do not accept any amendment to the Terms of Service then you shall immediately stop accessing and/or using the Site, the App and the Services. No refund of a credit balance will be provided.

## 2. THE SERVICES

The App will allow you to make outbound international calls to conventional telephone numbers around the world (as long as the number is in an area or jurisdiction which we, at the time, support). The calling services enable you to place outbound, cellular or internet-based voice calls to the public switched telephone network terminating on both fixed and mobile telephony networks (the "**Service**"). We can offer termination in several countries around the world, but we can't guarantee that we support termination in all countries or to all phone numbers or that we always will support termination to any particular country or phone number. We make no representation that our Service is available for use in any particular location. The Service is not intended to be used for calls within the United States.

### 2.1 Intellectual Property Rights and Licenses

In consideration of you agreeing to abide by the terms and condition of the Terms of Service, we grant you a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to use the App, the Site and other parts of the Service provided or made available to you by CereTel. You may download a copy of the App onto a mobile telephone device which you control (a "**Device**") and you

may view, use and display the App on the Device for your personal purposes only. We reserve all other rights.

Not limiting the aforesaid, in relation to the App, we license the use of the App to you on the basis of the Terms of Service and subject to any rules or policies applied by Apple Inc. and/or Alphabet Inc. (Google), or any other entity within the Apple or Google group ("**Apple**" and "**Google**"). We do not sell the App to you. We remain the owners of the App at all times.

You may not copy, modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the software or its associated code (the "**Software**"), the App, Site or, to the extent applicable, any other part of the Service (or permit or assist any third party in such activities). You must not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Software.

The Software may contain open source software. Any use, reproduction and distribution of components of the Software licensed under an open source software license is governed by the terms of such open source software license, however to the extent permissible thereunder and otherwise if applicable, the Terms of Service shall apply with priority over such open source software license.

You acknowledge that you have no right to have access to the App, the Software or other parts of the Service (where applicable) in source-code form.

All ownership and intellectual property rights in or to the Software, the App, the Site or the Service and any copies and derivative works thereof (regardless of form or media in or on which the original or other copies may exist), including but not limited to patents, design rights, copyrights, trademarks, trade-secrets and proprietary know-how, shall be owned by and vested in CereTel, or CereTel's licensors, and nothing in these Terms of Service shall constitute or be interpreted as a transfer of any such rights from CereTel to you or anyone else. You are, as stated above, solely entitled to the limited license to the Service specifically granted under the Terms of Service. For the purpose of clarification; nothing in the Terms of Service give you a right to use any of CereTel's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features, except as may be contained in or otherwise used within the Service provided to you.

The licenses granted to you as described in this section will terminate automatically in the event of any termination of the Terms of Service. Furthermore, CereTel has the right to, in its sole discretion, at any time remove any materials posted to the Site.

## 2.2 Use of the Service

You agree to use the Service only in such way that is permitted by the Terms of Service and to act in compliance with any applicable law, regulation or generally

accepted practices or guidelines in the relevant jurisdictions (including without limitation any applicable export laws and regulations).

You acknowledge and understand that the voice communication service provided by CereTel is not a traditional telephone service or a replacement for your primary telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between the traditional telephone service and the voice communication services provided by CereTel.

You acknowledge that the products, features or functions or other parts of the Service may change over time. CereTel may without prior notice to you change the form and nature of the Service. This could mean, among other things, that future versions of the Software or the App may be incompatible with applications developed on or with previous versions. Furthermore, CereTel may, in CereTel's sole discretion and without prior notice to you, stop (permanently or temporarily) providing the Service to you or to users generally. CereTel may make updates of the Software, the App or the Service at any time, but shall have no obligation whatsoever to provide any such updates to you. It is your responsibility to use the latest available version of the Software, App or Service (where applicable).

The Service is for your individual use. You shall not resell or commercialize the Service to any third party.

You agree that you are solely responsible (and that CereTel has no responsibility to you or any other third party) for any data, content, or resources that you transmit by using the Service, and for the consequences of such actions (including any loss or damage which CereTel or any third party may suffer).

### 2.3 Jurisdictional Restrictions

If you are residing in a jurisdiction where it is prohibited by law to offer or use internet telephony or other parts of the Service, you may not use the Service in such jurisdiction. It is your responsibility to ensure that you are legally allowed to use the Service where you are located.

### 2.4 Third Party Services

You acknowledge that the use of the Service is dependent upon services of third parties, including but not limited to international carriers, local termination partners and your local telecom and mobile operator ("**Provider**"). You acknowledge and agree that the Service provided by us is not a traditional mobile or fixed line telephone service or a replacement for your primary telephone service. Note that some Providers prohibit or restrict the use of Voice over Internet Protocol ("**VoIP**") functionality or other features of the Service, and may also impose additional fees in connection with the use of the Service. You are solely responsible for verifying with your mobile operator (or any other Provider

that you are using in relation to the use of the Service) that the use of the Service is permitted in accordance with any contractual obligations you may have with that Provider, and also to check and pay for such imposed additional fees. Note that, as soon as your call is connected to a phone number provided by CereTel, the call may be charged by your Provider, regardless of whether you are connected to the receiver of the call or not (i.e. even if the line is busy).

## 2.5 Your Account

In order to use the Service, you are required to register as a user with CereTel. You agree to provide true, accurate, up-to-date and complete information in all fields indicated as mandatory when registering for the Service, as well as any additional information provided or any amendments made by you. Subject to such registration you will receive access to your CereTel account (the "**Account**"). We have the right to change your password/PIN and account name at any time in our sole discretion and without notice.

Your Account will be accessible and may be debited by anyone with access to your Device. You are fully responsible towards CereTel for all (including any unauthorized) use of the Service which is or can be connected to your Account.

## 2.6 Unauthorized Use, Stolen Device

You are solely responsible for all activities that occur on or otherwise is associated with your Account, regardless of whether the activities are undertaken by You or a third party and whether or not authorized. CereTel is not responsible for any unauthorized access to the Account. You are required to contact CereTel immediately to suspend the Service and block your Account if you suspect that your Device is stolen or otherwise that an unauthorized third party may be using the Account. You are responsible for all charges to your Account until the Service is suspended and the Account is blocked. You may terminate the Account and cancel the Service at any time in accordance with Section 4 "Termination and suspension." CereTel takes no responsibility for your failure to comply with the obligations in this Section.

## 2.7 Prohibited Use and Restrictions

You agree to use the Service only in such a way that is permitted by the Terms of Service and to act in compliance with any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. If any laws applicable to you restrict or prohibit you from using the Services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the

Services. The list below provides examples of prohibited conduct and shall not be considered exhaustive - You may not and you agree not to:

- use the Service for any unlawful purpose, or in any manner inconsistent with the Terms of Service, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- infringe CereTel's intellectual property rights or those of any third party in relation to your use of the Service;
- transmit any communication that is illegal, offensive, indecent, harmful to minors, defamatory, racist, pornographic or otherwise, in CereTel's sole discretion, is objectionable;
- not use the Service for transmitting unsolicited communications (sometimes referred to as "spam"), or any communication not permitted by applicable law or use the Service for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;
- not use the Service in a way that could damage, disable, overburden, impair or compromise CereTel's or any third party's systems or security or interfere with other users;
- collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service;
- intercept or monitor, damage or modify any communication which is not intended for you;
- sell, assign, rent, lease, distribute, market, disclose, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to, the Service (or any part thereof);
- use the Service (or any part thereof) within or to provide commercial products or services to third parties (the foregoing shall not preclude you using the Service for your own business communications).

In relation to CereTel's unlimited plans the following should be noted in particular. These plans offer unlimited outbound international calling services as set forth herein (note that third party fees may apply, see Section 2.4 "Third party Services"). You acknowledge and agree that CereTel's unlimited plans are intended only for normal, single-person and non-commercial use to regular landline and mobile numbers in certain applicable subscription countries (by way of example special, premium, service and non-geographic numbers are excluded).

Not limiting the generality of the aforesaid, the following practices are always considered unauthorized use: re-selling subscription minutes; sharing subscriptions between users; using subscriptions for telemarketing or call-center

operations; calling numbers (whether singly, sequentially or automatically) to generate income for yourself.

Unusual calling patterns inconsistent with normal, individual subscription use may also be considered unauthorized use. CereTel reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination. Excessive conferencing or call forwarding, excessive numbers of regular calls of short duration, calls to multiple numbers in a short period of time, auto-dialing or fax/voice blasts, use without live dialogue and/or consistent excessive usage will be considered indicators of such unauthorized or excessive use.

CereTel may, in its sole discretion, immediately suspend the Service in relation to you and/or terminate the Terms of Service with you if CereTel determines you are using your unlimited plan in breach of the Terms of Service.

## 2.8 Submission of Information to CereTel

You agree that any comments, suggestions, feedback, documents, content or other material or information provided, shared, published by you in connection with the use of the Service or otherwise in your contacts with CereTel (including but not limited to, the use of blogs, forums and support services) is provided on a non-proprietary, non-exclusive and non-confidential basis. You grant CereTel a royalty-free, world-wide, transferable, sub-licensable, perpetual and irrevocable license to use any such material or information. You acknowledge that you are responsible for whatever material or information is provided by you, including its legality, reliability, appropriateness, originality and copyright.

## 2.9 Disclosure of Information

CereTel reserves the right at all times to disclose any data or information (in any form) as CereTel deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove or restrict any information or materials, in whole or in part, in CereTel's sole discretion. Further terms are provided in the Privacy Policy on the Site.

## 2.10 No Warranties

You expressly acknowledge and agree that use of the Service and the App are at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Service and the App are provided "as is" and "as available", with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the Service or the App, either express, implied or

statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. We do not warrant against interference with your enjoyment of the Service or the App or that the Service or the App will be uninterrupted or error-free, or that defects in the Service or the App will be corrected. No oral or written information or advice given by us shall create a warranty. Should the Service or the App cause any defects, you assume the entire cost of all necessary servicing, repair or correction. Additionally, you also understand that CereTel cannot guarantee that information or communications transmitted in relation to the use of Service will not be subject to interception by law enforcement officials or other third parties.

#### 2.11 Suspension and Interruption of the Service or the App

CereTel has the right, without any liability, to refuse to provide, restrict, limit, change, remove, disable, suspend and/or interfere or interrupt the Service or the App, at any time and without any prior notice to you, for the repair, improvement, and/or upgrade of the Service or the App, or for any of the reasons for termination set forth in the Terms of Service, or any corporate or business reason.

#### 2.12 Content of Communication

The content of the communications made using the Service are entirely determined by the person from whom such content originates. You may therefore be exposed to content that is offensive, harmful, indecent or otherwise objectionable. CereTel will not be liable for any type of communication spread by means of the Service.

#### 2.13 No Emergency Calls

The Service does not and is not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any type of emergency services of any kind and CereTel is not liable in any manner for such calls. In the event that, with your permission, another user uses your Account, you are responsible to inform that user that the Service does not support or carry emergency calls. You must ensure that you, or anyone using your Account or Device, have alternative arrangements for making any such calls.

#### 2.14 Phone Numbers Provided by CereTel

CereTel may, as part of the technical setup of the Service, pair you with one or more phone numbers. These phone numbers are shared by multiple CereTel



users. You expressly acknowledge and agree that this pairing of phone numbers with you shall not constitute a transfer of property or sale of numbering rights by CereTel to you. As a result, you will not be entitled to claim any such rights to these phone numbers. This means, without limitation, that you may not port-out any such phone number to any third party or otherwise away from CereTel.

The phone numbers provided by CereTel do not and are not intended to support messaging via SMS, MMS nor FAX except as expressly stated on the Site.

### 3. PAYMENT, RATES AND ACCOUNTS

#### 3.1 Payment

In order to purchase credits for the Service and to charge your Account you shall pay CereTel the rates (offers, deals, plans or similar) as stated on the Site or in the App, by use of such payment setups and methods made available to you by CereTel from time to time.

All payments are processed via a third party payment processor ("**Payment Processor**"). You agree to provide complete and accurate payment information and further agree that the processing of payment transactions is subject to the terms, conditions and policies, including privacy policies, of the Payment Processor and your credit or debit card issuer.

#### 3.2 Rates

The rates for the Services are published in the App. CereTel reserves the right to change the rates (offers, deals, plans or similar) at any time without notice. The new rates will apply to your next phone call or otherwise the next time you use the Service after the publication of the new rates. If you do not wish to accept such adjustment of rates, do not use the Service. No refunds are available. You agree that by continuing to use the Service, following the adjustments of the rates, you accept such adjustments.

Unless stated otherwise, all rates and charges for the Service shall be stated in US dollars and shall be exclusive of value added taxes (VAT) or any other applicable taxes or fees. You shall be responsible for paying any and all VAT or any other taxes or fees applicable to the Service.

#### 3.3 Minute Rounding

The measurement of call duration is based on one-minute increments, meaning that the duration of a call is rounded up to the next minute. For example, if you call for 6 minutes and 20 seconds we will round up the call length to 7 minutes.

#### 3.4 Out-of-Country Usage

If you connect to/use the Service through a phone number provided by CereTel while you are in a country that is not the country associated with your base/fixed net or mobile phone operator or other Provider (in other words: out-of-country usage) this usage may lead to significantly higher costs in relation to your Providers than normal usage. You are solely responsible for keeping yourself informed and paying for such possible roaming and other applicable charges levied by your mobile operator or other Provider.

### 3.5 Refund

If you believe that CereTel has charged you in error, you may request for a refund by submitting a written request in English to CereTel's Customer Support using the App or at support@ceretel.com. Refund requests carried out through other means shall not be eligible for the refund. For the avoidance of doubt, no refunds shall be given for services paid or credit acquired through vouchers, gift tokens or similar. CereTel reserves the right to deny repetitive refund requests. Any abuse by you of the terms relating to refunds hereunder shall lead to the termination of this Agreement. Any payments older than 90 days are non-refundable.

### 3.6 Account and Receipt

When you log in to your Account you will find certain information relating to your use of the Service, such as payments made, calling history (during a limited period) and your current balance. In addition, CereTel may also provide you with a receipt (by mobile notification) upon payments for the Service ("**Account Records**"). Please note that the Account Records are the only statement of the Account, or the activities relating to the Account, that CereTel will provide to you. It is your responsibility to print and/or save copies of your Account Records, and to retain copies for your own records.

CereTel will use commercially reasonable efforts to correct any technical failures relating to the Account Records within a reasonable time. However, your inability to view the Account Records does not extend, or relieve you of, your obligation to pay any amounts owing to CereTel.

### 3.7 Expiration of Credits

Any purchased credit on the App for use of the Service will expire after 12 months of inactivity. In addition, any such credit will be decremented in 10 cent decrements every week after 30 days of inactivity. If the Service is used prior to the expiration of the 12-month period, but after the commencement of the 10-cent decrements following 30 days of inactivity, the clock is reset on both the 12-month period and the 30-day period and the 10-cent decrements will cease until the 30-day period is triggered again, if at all.

#### 4. TERMINATION AND SUSPENSION

The Terms of Service is effective until terminated by you or CereTel.

You may terminate the Terms of Service (cancel the Account, the Service, etc.) at any time, through your settings in the Account or by sending CereTel a termination notice to support@ceretel.com (the Account will be cancelled within five (5) days of receipt of such notice).

Without limiting any other remedies, CereTel may at any time modify, limit, suspend, discontinue or terminate your use of all or any part of the Service and/or the Terms of Service, with immediate effect, automatically, with or without notice and without recourse to the courts or other tribunals, for any reason or for no reason, including without limitation, if CereTel reasonably suspects that you are:

- in breach of any of the terms and conditions of the Terms of Service
- you are using the Service to break the law or infringe third party rights
- you are trying to unfairly exploit or misuse any of our policies
- you are using the Service fraudulently or that your Account is being used by a third party fraudulently
- creating problems or legal liabilities (actual or potential)
- delinquent with respect to any charges due for the Service
- engaging in fraudulent, immoral or illegal activities
- subject to any proceeding under bankruptcy, insolvency, liquidation or similar laws
- engaged in fraudulent calling patterns, excessive usage, billing irregularities, or misuse of service promotions or campaigns

In addition, CereTel may suspend, discontinue or terminate your use of all or any part of the Service and/or the Terms of Service, with immediate effect, automatically, with or without notice and without recourse to the courts or other tribunals in the event:

- of sale of the assets of CereTel or a group company or corporate restructuring
- CereTel is required to do so, due to a change in laws/regulations by a regulator or authority with a lawful mandate in any particular territory
- CereTel is required to do so by any of CereTel's service providers.

You acknowledge and agree that CereTel is under no obligation to provide the Service or the App, and that CereTel shall not be liable to you or to any other

party for any limitation, suspension, discontinuance, termination or modification of the of the Service, the App and/or the Terms of Service.

On termination for any reason: all rights granted to you under the Terms of Services shall cease; you must immediately cease all activities authorized by the Terms of Services, including your use of any Service; you must immediately delete or remove the App, the Software and other parts of the Service (where applicable) from all Devices, and immediately destroy all copies of the same then in your possession, custody or control. CereTel shall execute the termination by preventing you to access the Account or other parts of the Service, where applicable.

## 5. MISCELLANEOUS

### 5.1 Assignment

CereTel may assign all or part of the rights and/or obligations under the Terms of Service without notice to you. You may not assign any rights or obligations under the Terms of Service to any third party without the prior written consent of CereTel.

### 5.2 Limitation of Liability

In no event shall CereTel and its subsidiaries, affiliates, officers, directors, employees, and agents and any other service provider who furnishes services to you in connection with the Service or the App, be liable for any consequential, indirect, special, punitive or incidental damages, or damages for loss of money, data, goodwill, reputation, business information or business profits, business interruption, or other pecuniary loss, that result from the use of or inability to use the Service or the App or otherwise arise under the Terms of Service, even if it has been advised of the possibility of such damages.

In any event, and without limiting the generality of this Section to the extent permitted by law, you agree that CereTel's total aggregate liability to you for all damages and losses that arise in connection with the use of or inability to use the Service or the App, or otherwise arise under the Terms of Service, shall not in any circumstance exceed the amount actually paid by you, if any, to us for the Service in the five (5) month period immediately prior to the date of the event giving rise to the relevant claim, subject to a maximum of fifty U.S. dollars (\$50.00) in all cases.

### 5.3 Indemnity

You agree to indemnify, defend and hold harmless CereTel and its subsidiaries, affiliates, officers, directors, employees, and agents and any other service provider who furnishes services to you in connection with the Service or the App,

from any claim or demand or governmental investigation or enforcement action (including without limitation reasonable attorneys' fees) made by any third party due to or arising out of your use of the Service or the App (including without limitation posting and submitting of any material), your breach of the Terms of Service, or your violation of any rights of another person or entity.

#### 5.4 Applicable Law and Competent Court

The Terms of Service shall be governed by and construed in accordance with the laws of Maryland without giving effect to the conflict of laws or provisions of Maryland or any other state or country of residence. Any dispute, controversy or claim arising out of or in relation to the Terms of Service, your relationship with CereTel, including any non-contractual obligations, will be exclusively subject to the jurisdiction of and be settled by a court of general jurisdiction in Anne Arundel County, Maryland. Notwithstanding the foregoing, CereTel shall be entitled to bring actions for injunctive relief in any court of competent jurisdiction.

#### 5.5 Entire Agreement

The Terms of Service represent the entire agreement between you and CereTel relating to the use of the Sites, Accounts, Service, App or Software, and supersedes all prior offers, understandings, agreements and representations with respect to the same or any other subject matter covered by the Terms of Service. For the purpose of clarification, the Terms of Service supersede all promises made to you by our client services agents, representatives or employees. The Terms of Service may not be modified or amended except as described herein by CereTel or otherwise with the written agreement of CereTel.

If a court finds any provision of the Terms of Service to be invalid or unenforceable for any reason, the invalid provision shall be modified by such court to a provision that retains the original intent of the same but that is deemed valid or enforceable by such court, and the remainder of the Terms of Service shall continue in full force and effect.

#### 5.6 Headings

Headings used in the Terms of Service are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof.

#### 5.7 Translations of the Terms of Service, No Waivers

For your convenience, CereTel may provide you with a translation of the English language version of the Terms of Service. In the event of any inconsistency between a non-English version of Terms of Service and the English version, the English version shall govern your relationship with CereTel.

If we fail to insist that you perform any of your obligations under the Terms of Service, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

#### 5.8 Ability to Contract

You hereby affirm that you are fully able and competent to enter into the Terms and Conditions, and to abide by and comply with the Terms and Conditions.

#### 5.9 Force Majeure

You acknowledge and agree that if CereTel is unable to provide the Service as a result of a force majeure event, CereTel will not be in breach of any of its obligations towards you under the Terms of Service or otherwise. A force majeure event means any event beyond the control of CereTel.

#### 5.10 Communication between Us

If you wish to contact CereTel, or if any condition in the Terms of Service requires you to give us notice in writing, you can send this to us by e-mail to [support@ceretel.com](mailto:support@ceretel.com).

CereTel may, when sending any notices to you, text the mobile phone number stated in the Account, or use any email or regular mail address or other address, provided by you in connection with your use of the Account, the Sites or the Service, or otherwise presented to us in your contacts with CereTel.

You agree to the use of electronic communication in order to enter into contracts, place orders, and create other records and to the delivery of notices, policies and changes thereto and records of transactions with CereTel.